

**LOCAL UNION #130, IBEW**

**AND**

**SOUTH LOUISIANA CHAPTER, NECA**

**INSIDE AGREEMENT**

**DECEMBER 1, 2018**

**Through**

**NOVEMBER 30, 2021**

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- Construction Wireman/Construction Electrician
- IBEW 5<sup>th</sup> District Recovery Addendum/Agreement
- Industrial Market Recovery Addendum
- Ship Repair Addendum
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- Service Work Memorandum of Understanding
- Hiring Hall and Short Call Memorandum of Understanding

## FIRST CLAUSE

Agreement by and between the South Louisiana Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 130, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term [Chapter] shall mean South Louisiana Chapter of NECA and the term "Union" shall mean Local Union No. 130, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

## BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I STANDARD CIR EFFECTIVE DATE / CHANGES / GRIEVANCES/DISPUTES

### EFFECTIVE DATE:

**Section 1.01.** This Agreement shall take effect December 1, 2018, and shall remain in effect until November 30, 2021 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

### CHANGES:

**Section 1.02(a).** Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c). The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting

Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

**Section 1.03.** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

**Section 1.04.** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

#### **GRIEVANCES/DISPUTES:**

**Section 1.05.** There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

**Section 1.06.** All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

**Section 1.07.** All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

**Section 1.08.** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

**Section 1.09.** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**Section 1.10** Any grievance not brought to the attention of responsible opposite parties to this agreement in writing to the Labor Management Committee within in 30 days of discovery of its occurrence shall be deemed to no longer exist.

**SCOPE OF WORK:**

**Section 1.11.** The following: Employees employed under the terms of this Agreement The Employers recognize IBEW Local 130 as having jurisdiction over shall do all installation, inspection, operation, maintenance, service, repair, testing, or retrofit of all energized and de-energized electrical conductors, materials, devices and equipment used in the construction, alteration, maintenance, service and repair of public and private premises including buildings, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals and industrial substations. They shall also do installations of conductors and equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and fiber optic conductors and cables.

As related to an electrical system in its entirety, the placement, installation or temporary installation, erection, inspection, operation, maintenance, service, repair, testing or connection of any electrical conductors, fixtures, lighting, appliances, instrumentation apparatus, raceway systems, conduit systems, pipe systems, underground systems, grounding, bonding systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, data systems, communication systems, TV, communication transmission, notification, warning systems, HVAC, smoke and fire alarm systems, other life safe safety and security systems and appurtenances thereto shall be performed by workers under the terms of this Agreement.

This shall also include the installation of all electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work in not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Workers working under the terms of this agreement will also clean, service, repair, operate and adjust high and low voltage switchgear, transformers, conductors, connectors, fuses and buses. They shall perform operations, maintenance and repair of wharf-side high voltage electrical power connections, circuit protection devices and associated switchgear, ship-based electrical power connections, barge mounted high voltage electrical equipment and other related systems to facilitate the Alternative Maritime Power (AMP) ship-to-shore electrical power and other high voltage, marine terminal electrical power distribution and control systems.

## **ARTICLE II**

### **EMPLOYER RIGHTS / UNION RIGHTS / RESPONSIBILITIES**

**Section 2.01.** Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business with a business telephone not connected with or part of a domestic establishment with a suitable financial status to meet payroll requirements and must have one Journeyman employed continuously.

#### **MANAGEMENT RIGHTS:**

**Section 2.02.** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

#### **FOREMAN CALL-OUT BY NAME:**

**Section 2.03(a).** The employer shall have the right to call a Foreman by name provided:

- 1) The employee has not quit his previous employer within the past two weeks.
- 2) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
- 3) When an employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

**Section 2.03(b).** On jobs having a Foreman, workers are not to take directions or orders, or accept the lay-out of any job from anyone except the Foreman or General Foreman as provided.

**Section 2.03(c).** When an Employer sets up an employee referred by Local Union #130 as a Superintendent or Estimator, the Employer shall notify the Business Manager immediately. When the employee is terminated or relieved of said appointment the same procedure shall prevail.

#### **WORKERS COMPENSATION INSURANCE:**

**Section 2.04.** All Employers signatory to this Agreement shall make all necessary payments to the Louisiana Unemployment Compensation Fund, Social Security taxes, provide Workers Compensation coverage for all in accordance with applicable Federal and State statutes, have all insurance with Companies authorized to do business in the State of Louisiana, provide the above benefits to all employees covered by the Agreement furnish a Surety Payment Bond or Cash Bond in accordance with Section 2.05, and make available upon request, proof of the above Sections to the parties to this agreement.



**SURETY BOND:**

**Section 2.05(a).** Each Employer shall furnish a Surety Payment Bond issued by a company authorized to do business in the State of Louisiana, made payable in favor of Local Union No. 130, IBEW, and the New Orleans Electrical Health & Welfare Fund, the New Orleans Electrical Retirement Fund, the New Orleans Electrical Joint Apprenticeship and Training Trust Fund, the National Electrical Industry Fund or NECA Service Charge, NECA-IBEW National Labor-Management Cooperation Committee, the Local Labor Management Cooperation Committee, the Local 130, IBEW-COPE Fund, and the South Louisiana Electrical Industry Receiving Trust and/or Administrative Maintenance Fund (collectively "Funds and related entities"), as evidence of the Employer's responsibility to make the required contributions and to ensure proper payments of amounts owed under this Agreement to Funds and related entities, for contributions, dues deductions, and all liquidated damages, interest, audit fees and costs, attorney fees and costs, and any other cost of pursuing recovery assessed against an Employer under ERISA, the Funds and related entities' Trust Agreements and the rules and regulations promulgated by the Funds and related entities' Trustees. The amount of the bond required to be furnished is determined by the number of Employees the Employer employs under this Agreement, as follows:

1	Employee	\$2,500
2-5	Employees	\$5,000
6-10	Employees	\$10,000
11-15	Employees	\$15,000
16-20	Employees	\$20,000
Over 20	Employees	\$50,000

(b) An Employer may deposit, in lieu of a commercial Surety Payment Bond in accordance with subsection (a) hereof, a cash bond in an interest bearing account at the IBEW Local 130, Federal Credit Union or any commercial banking depository approved by IBEW Local 130, and/or the Funds and related entities' Trustees. To the extent interest accrues on the cash bond above the amount required by this subsection, such interest may accrue to the Employer if allowed by the financial institution at which the bond is deposited. The cash bond shall be pledged in surety-ship and as security for fulfillment of the Employer's obligations as set forth in Section 2.05(a). The amount of the cash bond required to be deposited by each Employer is determined as in subsection (a) above, as follows:

1	Employee	\$2,500
2-5	Employees	\$5,000
6-10	Employees	\$10,000
11-15	Employees	\$15,000
16-20	Employees	\$20,000
Over 20	Employees	\$50,000

(c) The Employer must furnish either the required surety payment bond or cash bond before any Employees are put to work under this Agreement. The bond must remain in effect throughout the time the Employer is covered by this Agreement, or any subsequent renewal or extension of this Agreement. Proof of the execution of the bond, in the form of a copy of the Bond or the original Bond, shall be kept with the records of Local Union No. 130, IBEW, and a copy of such Bond shall be sent promptly to the offices of the South Louisiana Chapter, NECA and the New Orleans Electrical Health and Welfare Fund. The Bond must provide that it may not be canceled by either the Employer or the Surety without thirty (30) days' written notice in advance to Local Union No. 130, IBEW, by Certified or Registered mail. Such Bond shall state on its face that it may not be canceled, by either the Surety or the

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Employer, without prior notification to Local Union No. 130, IBEW.

(d) If an Employer becomes delinquent, the Employer shall not be referred additional applicants for employment until the appropriate surety bond is furnished.

(e) The Labor Management Committee shall establish policy and resolve all delinquency issues. Nothing in this Agreement shall limit or constrain the Trustees of the Funds and related entities from taking any necessary legal action to collect an Employer delinquency under their respective Trust Agreements or the Employee Retirement Income Security Act.

**NON-RESIDENT EMPLOYEES: (Portability)**

**Section 2.09.** An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

**FAVORED NATIONS:**

**Section 2.10.** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

**Section 2.11.** No individual connected with an employing concern as owner, manager, superintendent, partner, officer, or member of a Board of Directors shall be permitted to rent, loan or lease their license to any persons, firms, corporations, or individuals.

**Section 2.13.** No applicant or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

**Section 2.14.** Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. Journeymen are to correct any work installed in violation of these requirements on their own time, unless such work was installed as instructed by the Employer or the Employer's agent. The correction shall be made only after a fair investigation by the Employer and the Business Manager. The correction shall be made within one (1) week from official notice of such violation. If the employee does not correct the work, the Union will assume full responsibility.

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### **UNION RIGHT TO DISCIPLINE MEMBERS:**

**Section 2.15.** The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

### **APPOINTMENT OF STEWARDS:**

**Section 2.16(a).** The Union shall have the right to appoint a Steward from the workers on the job. The Union shall have the right to appoint a Steward from the workers in a fabrication shop where there are workers employed under the terms of this Agreement. Such Steward shall be allowed time during regular working hours to see that the conditions of this Agreement are carried out. Under no circumstances shall the Steward be discriminated against at any time by an Employer because of the faithful performance of their duties as Steward.

**Section 2.16(b).** On jobs requiring fifteen or more employees at any one time, the job Steward shall be one of the last five employees remaining on the job, providing they have the skill and ability to perform the available work.

**Section 2.16(c).** The Business Manager shall notify the Employer in writing of the appointment of a Steward. The Employer shall notify the Business Manager forty-eight hours prior to the layoff or transfer of a Steward.

### **UNION JOB ACCESS:**

**Section 2.17.** A representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

### **PICKET LANGUAGE:**

**Section 2.18(a).** This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary, and when the Union or its proper representatives decides to do so, but no removal shall take place until notice is first given to the Employer involved and the Chapter Manager.

### **TOOL LIST:**

**Section 2.20.** Journeyman Wiremen shall provide themselves with the following tools, with approved insulated handles:

Knife, pencil, center punch, hacksaw frame, 6' rule, 25' steel tape, wire strippers, 8" or 9" side cutters, 6" diagonal cutters, 6" long nose pliers, 12" tri-square, 2 pair of 9" Channel lock pliers, 9" torpedo level, claw hammer, plumb bob, tool box with lock, 4 screwdrivers (large, medium, small, and stubby), 4 Phillips screwdrivers (large, medium, small, and stubby), 2 crescent wrenches (12" and 6"), 8" tin snips, ½" wood chisel, keyhole saw, tap wrench, chalk box, scratch awl, Fluke T5 Category III voltage tester or equivalent.

Apprentices shall provide themselves with the following tools, with approved insulated handles:

Knife (pocket), pencil, hacksaw frame, 6' wooden folding rule, 8" or 9" side cutters, 6" diagonal

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cutters, 2 pair of 9" Channel lock pliers, 9" torpedo level, 2 screwdrivers (medium and small), 2 Phillips screwdrivers (medium and small), tool pouch is optional.

All other necessary tools shall be furnished by the Employer and may be carried in the Journeyman's tool box.

**Section 2.21(a).** Employers shall provide a safe place with lock and key for clothing and tools. In the event the same is proven broken into or destroyed by fire, the Employer shall replace tools as outlined in Section 2.20 or pay \$410.00 and/or \$200.00 respectively.

**Section 2.21(b).** The Employer shall furnish hard hats. Task specific gloves and rubber boots and all necessary tools and equipment shall be furnished by the Employer, if required. In accordance with the IBEW Code of Excellence, referred to in Section 12.01 of this Agreement, workers shall take care of protective equipment and Employers tools as if they were their own. Workers shall use the proper tool for the job while maintaining personal responsibility to ensure that tools and equipment are not lost or stolen while in their custody during work hours provided the Employer furnishes the necessary lockers, tool boxes or other safe place for storage.

**Section 2.21(c).** Employees shall not be allowed to use their own automobile for the transportation of Employers' tools or materials at any time.

**AGE-RATIO:**

**Section 2.24.** On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

**ANNULMENT/SUBCONTRACTING:**

**Section 2.25.** The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**Section 2.26.** All trucks owned by the Employer shall be permanently lettered with the Employer's name and address.

**Section 2.27.** When the Electrical Contractor that is awarded the job starts work and, during the time

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such Contractor has employees working on the job, he will attempt to secure temporary lighting and power and the maintenance of same.

**Section 2.28.** The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, or repaired under economically sound wage, hour and work conditions by their fellow members of the International Brotherhood of Electrical Workers.

**Section 2.29.** Employees shall apply Union Labels (supplied by this Union and approved by the International Brotherhood of Electrical Workers) to all their work as directed by the Business Manager.

**Section 2.30.** All conduit shall be cut and threaded on the job or in the shop but must be done by employees covered by this Agreement. Also, the fabrication of support brackets and racks for electrical raceway, cables and equipment, excluding catalogue items, must be done by employees covered by this agreement.

**Section 2.31.** Where pipe cutting, and threading machines are used on the job, such shall be operated by employees covered by this Agreement.

**Section 2.32.** Employees employed under the terms of this Agreement shall do all cutting and channeling work for raceways for the installation of any electrical conduits or equipment.

### **ARTICLE III HOURS/WAGES/WORKING CONDITIONS**

#### **HOURS: (Workday/Workweek)**

**Section 3.01(a).** Eight hours work between the hours of 7:00 A.M. and 4:30 P.M. with thirty minutes between 12:00 Noon and 12:30 P.M., for a lunch period, shall constitute a work day. Forty hours within five days, Monday through Friday inclusive, shall constitute the work week. Once the working hours, exclusive of the lunch period, are established on a given project, they may be changed by the Employer after twenty-four hours of notice to the Union.

#### **FOUR 10-HOUR DAYS:**

**Section 3.01(b).** The Employer, with 24-hour prior notice to the Union, may institute a work week consisting of four consecutive 10-hour days between the hours of 7:00 A.M. and 6:00 P.M., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of four hours work must be scheduled. After 10 hours in a work day, or 40 hours in a workweek, overtime shall be paid at a rate of 1 ½ times the regular rate of pay.

#### **OVERTIME/HOLIDAYS:**

**Section 3.02(a).** All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. All work performed on Sundays and the following holidays shall be paid at double the straight-time rate: New Year's Day, Mardi Gras, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day, or days celebrated as such. When any of the above holidays occur on Sunday, the following Monday will be observed as the holiday.

**Section 3.02(b).** All off-shore work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. All work performed on Sundays and the following holidays shall be paid at double the straight-time rate: New Year's Day, Mardi Gras, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day, or days celebrated as such. When any of the above holidays occur on Sunday, the following Monday will be observed as the holiday.

"Off-shore work" shall be defined as work that is inaccessible by automobile. Any employee called from the Hall or Shop to report to work on off-shore installations shall receive at least eight hours pay for each day while working on off-shore installations and if they are required to fly to such work, they shall receive at least one hour's pay at the straight time rate reporting to the job and at least one hour's pay at the straight time rate returning from the job.

**Section 3.02(c).** Work may begin on all jobs prior to 7 a.m., but not before 6 a.m. provided:

- (a) The Prime Contractor establishes the earlier starting time;
- (b) The Employer, acting as the Prime Contractor, establishes the earlier starting time to accommodate the owner or for the convenience of the employees because of weather, traffic or other conditions;
- (c) The Union is notified prior to any change in starting time.

**Section 3.03(a).** No work shall be performed on Labor Day except in case of emergency, and then only after permission is granted by the Business Manager of the Union.

**Section 3.03(b).** All employees shall give a day's work for a day's wages. There shall be no regulation of the amount of production performed by the employee.

**Section 3.03(c).** When it is necessary to work overtime, preference shall be given to employees working on that job before others shall be allowed to work overtime.

**Section 3.03(d).** The Employer or its representative shall cooperate with the job Steward in seeing that overtime work is equally and impartially allotted to all employees insofar as practical.

**Section 3.03(e).** When employees are required to work more than ten hours in a work day, it is agreed that a worker will be allowed to procure the lunch and the Company will furnish transportation, if available.

#### **PAYDAY:**

**Section 3.04(a).** The pay week shall end on Sunday of each week. Wages shall be paid weekly in currency or by check drawn on banks located in the jurisdiction of Local Union #130, I.B.E.W. or by direct deposit with permission of the employee. Payment shall be made no later than quitting time on Wednesday of each week. If a holiday falls on a Wednesday, the Employer will be allowed to project his payroll for the previous Friday, Saturday and Sunday and adjust the amount actually owed, if necessary, on the payroll check issued for the payroll week that includes the holiday. When the holiday falls on Wednesday, the adjusted pay day shall be Tuesday immediately preceding the holiday.

Any employee required to wait at the job site beyond the regular quitting time for their wages shall be paid for all waiting time at one-and-one-half times the regular straight time rate of pay. If the employee leaves

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the job site they will be paid up until the time that their wages arrived, had they remained on the job site, or four hours, whichever is the lesser.

**Section 3.04(c).** Any employee laid off by the Employer or the Employer's representative shall be paid all their wages immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made. Any employee required to wait beyond the regular quitting time for their wages shall be paid in accordance with Section 3.04(a).

Any employee discharged by the Employer or the Employer's representative shall, at the discretion of the Employer, either be paid off immediately or have their check delivered to the hiring hall by noon of the next business day. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made. Any wages paid for waiting time shall be paid at one-and-one-half times the regular straight time rate of pay.

**Section 3.04(d).** Any employee reporting for work and being laid off, not having been notified the day previous to such lay-off, shall be allowed adequate time in order to gather their tools and personal belongings.

**Section 3.04(e).** An employee who is laid off on a weekend will have their check sent to the Union Hall no later than Noon on the following Monday. Failure to have the check by Noon will constitute the payment of waiting time as assessed in Section 3.04(c).

**Section 3.04(f).** When an employee is terminated, the Employer or the Employer's designee shall complete a termination report form (pink slip) as proposed by the Joint Cooperative Committee (JCC) and shall use the terminology agreed to, for said form.

**Section 3.04(g).** In the event an Employer gives an uncollectible check, no further work shall be performed by members of the Union until the sum involved has been made good, together with all added cost, including waiting time at double the regular rate of pay while waiting for the Employer to make the check collectible.

**Section 3.04(h).** In the event a worker is required to pay telephone or other expenses for the Employer, they shall be reimbursed for such expenditures.

**Section 3.04(i).** When a worker is injured on the job, they shall receive at least a full day's pay for the day of injury, providing said worker is instructed by the attending physician to remain away from the job the balance of the day.

**CLASSIFICATIONS/WAGES:**

**Section 3.05(a).** The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN	<b>12/3/2018 –</b>	<b>12/2/2019 -</b>	<b>11/30/2020 -</b>
	<b><u>12/1/2019</u></b>	<b><u>11/29/2020</u></b>	<b><u>11/30/2021</u></b>
	\$30.93	\$31.65	\$31.65

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JOURNEYMAN TECHNICIAN	100% OF JOURNEYMAN WIREMAN RATE
FOREMAN	107% OF JOURNEYMAN WIREMAN RATE
	111% OF JOURNEYMAN WIREMAN RATE
	115% OF JOURNEYMAN WIREMAN RATE
FOREMAN	120% OF JOURNEYMAN WIREMAN RATE
GENERAL FOREMAN	120% OF JOURNEYMAN WIREMAN RATE
APPRENTICE WIREMAN – TEN (10) PERIODS	
1ST PERIOD	45% OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	50% OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	50% OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	55% OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	55% OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	60% OF JOURNEYMAN WIREMAN RATE
7TH PERIOD	65% OF JOURNEYMAN WIREMAN RATE
8TH PERIOD	70% OF JOURNEYMAN WIREMAN RATE
9TH PERIOD	75% OF JOURNEYMAN WIREMAN RATE
10TH PERIOD	80% OF JOURNEYMAN WIREMAN RATE

**FRINGES:**

**Section 3.05(b).** In addition to the above hourly rates, payments shall be made as follows:

1. NEBF: 3% of gross labor payroll. (Reference Section 6.01)
2. New Orleans Health & Welfare Fund:  
Journeyman, Foremen, General Foreman, and Apprentice (3-10)  
(Reference Section 6.02) **\$5.72 per labor hour worked (12/3/18-12/1/19)**  
**\$5.80 per labor hour worked (12/2/19-11/29/20)**  
**\$5.92 per labor hour worked (11/30/20-11/30/21)**  
  
Apprentice (1-2)  
(Reference Section 6.02) **\$2.94 per labor hour worked (12/3/18-12/1/19)**  
**\$2.98 per labor hour worked (12/2/19-11/29/20)**  
**\$3.04 per labor hour worked (11/30/20-11/30/21)**
3. Local Pension / Retirement (total contribution rate):  
Journeyman, Foremen, General Foreman, and Apprentice (5-10)  
(Reference Section 6.08) **\$4.50 per labor hour worked (12/3/18-12/1/19)**  
**\$4.80 per labor hour worked (12/2/19-11/29/20)**  
**\$5.83 per labor hour worked (11/30/20-11/30/21)**  
  
Apprentices (1-4)  
(Reference Section 6.08) \$0.00 per labor hour worked (no contribution)
4. Apprenticeship & Training: \$0.43 per labor hour worked (Reference Section 5.16)



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- 5. LMCC: \$0.00 per labor hour worked (Reference Article VIII)
- 6. NLMCC: \$0.01 per labor hour worked (Reference Article IX)

**Section 3.05(c).** The published wage rates for a wage determination job (David Bacon) shall be paid for a maximum of 3 years duration of that job from the start date, provided that the prevailing wage rate was established by a prior existing Inside Agreement rate at the time of publication. All wage determination jobs bid shall be registered with the NECA Chapter office using a form agreed to by the parties.

**Section 3.05 (d).** It is agreed Labor shall have the right to allocate all future increases.

#### **TRAVEL TIME:**

**Section 3.06(a).** During the work day the Employer shall pay for traveling time and furnish transportation from shop to job, job to job or job to shop within the jurisdiction of the Union. When required to use the ferry or bridge to cross the Mississippi River, sufficient automobile ferry fares or bridge toll fares will be paid by the Employer, allowing five (5) workers to a single car. For any abnormal condition additional automobile ferry fares will be allowed as required and agreed upon.

(b) Each employee, when not furnished transportation by the Employer, has the right to use their own automobile for transportation. No employee shall use their automobile in any manner detrimental to the best interests of the other employees.

#### **UNION DUES DEDUCTION:**

**Section 3.09(a).** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

#### **SHOW-UP PAY:**

**Section 3.11(a).** When employees are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive one (1) hour of pay inside the boundaries of the geographical areas and two (2) hours pay outside the boundaries of the geographical areas.

(b) When an employee is working on a job and is instructed to report to the Employer's shop or on another job on the next day, they shall not be required to leave the job before the regular quitting time, and they shall report the next day either at the Employer's office or the new job at the applicable time.

(c) Employees instructed to report on a job or to a shop shall not report more than fifteen (15) minutes prior to starting time and must be ready to start actual work at the applicable starting time. Sufficient time shall be allowed workers to pick up tools and materials on jobs before the regular quitting time.

(d) When employees are called out for service calls after hours, Saturdays, Sundays and holidays, said employees shall receive a minimum of two (2) hour's pay at the applicable overtime rate of pay for that day.

(e) There shall be no transfer restrictions between jobs with the exception of an employee who goes out under a General Presidents Maintenance Agreement. That employee will have the choice of a

Reduction-In-Force or transfer.

(f) The Union and the Employer shall cooperate in holding to a minimum the transfer of an employee from one Employer to another.

(g) Employees loaned to another shop through proper channels (permission of the Business Manager) for overtime work, shall not be permitted to work later than 12:00 A.M. so that they may obtain proper rest before reporting back to their original shop the next day. This may only be done when applicants are not available through the Referral Procedure, and with the consent of the Business Manager.

### **SHIFT WORK:**

**Section 3.12(a).** When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

**Section 3.12(b).** Shift starting times may vary in accordance with Section 3.02(c).

### **COPE DEDUCTION:**

**Section 3.18.** The Employer agrees to deduct and transmit to IBEW Local 130 - COPE an amount of \$0.05 per hour worked from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW Local 130 - COPE.

These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

## ARTICLE IV REFERRAL PROCEDURE

**Section 4.01.** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**Section 4.02.** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 4.03.** The Employer shall have the right to reject any applicant for employment.

**Section 4.04.** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**Section 4.05.** The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

### JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

**GROUP I** All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union. The Business Manager shall notify the employer of an employee whose group status changes under this provision.

**GROUP II** All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside

Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

**GROUP III** All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

**GROUP IV** All applicants for employment who have worked at the trade for more than one year.

**Section 4.06.** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

**Section 4.07.** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

**Section 4.08.** "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: The two (2) areas are designated as follows: (1) New Orleans, Louisiana and vicinity, consisting of the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. James and St. John the Baptist. (2) Houma, Louisiana and vicinity, consisting of the Parishes Assumption, Lafourche, Terrebonne and the southern part of St. Martin, and that portion of St. Mary northeast of the Atchafalaya River.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

**Section 4.09.** "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 4.10.** An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

**Section 4.11.** The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**Section 4.12.** An applicant who has registered on the "Out of Work List" must renew their application every thirty (30) days or their name will be removed from the "List".

**Section 4.13.** An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**Section 4.14(a).** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

**REPEATED DISCHARGE:**

**Section 4.14(b).** An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

**Section 4.15.** The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

**Section 4.16.** An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

**Section 4.17.** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

**Section 4.18.** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**Section 4.19.** A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

**Section 4.20.** Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

**Section 4.21.** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and those in Group I.
- (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.
- (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

## **ARTICLE V STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE**

**Section 5.01.** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (un-indentured, intermediate journeymen, etc.)

The New Orleans Electrical Joint Apprenticeship Training Committee Safety Education Plan shall remain in effect during the duration of this agreement. The Safety Education Plan shall be operated and administered by the Board of Trustees of the New Orleans Electrical Joint Apprenticeship Training Committee. The New Orleans Electrical Joint Apprenticeship Training Committee shall bear all costs of operating the Safety Education Program. The Safety Education Program shall use nationally recognized standards and materials to provide individual training for each employee covered by this agreement who satisfies the eligibility rules established by the Trustees. Rules regarding an Employee's participation in and eligibility for the program are established by the New Orleans Electrical Joint Apprenticeship Training Committee Trustees. The courses shall be formulated by the Trustees. The New Orleans Electrical Joint Apprenticeship Training Committee shall develop and implement a comprehensive and uniform safety program for all Employers bound by this agreement. The Trustees shall retain qualified staff to make advisory safety inspections of job sites worked under this agreement. All courses currently offered under the Safety Education Program as of the effective date of this agreement shall continue to be offered. Courses may be added, discontinued or modified by the Trustees pursuant to the applicable of the New

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Orleans Electrical Joint Apprenticeship Training Committee Trustees, or by the parties to this agreement if agreed to in writing. Participant reimbursement shall be in accordance with the Safety Education Plan Document and rules established by the Trustees.

**Section 5.02.** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 4-year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent, or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

**Section 5.03.** Any issue concerning an apprentice, or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**Section 5.04.** There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

**Section 5.05.** The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

**Section 5.06.** To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

**Section 5.07.** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Section 5.08.** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

**Section 5.09.** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**Section 5.10.** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualification for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Un-indentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the un-indentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an un-indentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an un-indentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an un-indentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to un-indentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, and First-Aid/CPR. Participation shall be voluntary.

**Section 5.11.** The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and un-indentured. Contributions to other benefit plans may be addressed in other sections of this agreement.



**Section 5.12.** Each job site shall be allowed a ratio of 1 apprentice for every 1 Journeyman Wireman.

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1	2
2	4
3	5
4	6
Etc.	Etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

**Section 5.13.** An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

**Section 5.14.** Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

**Section 5.15.** The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

**Section 5.16.** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the Parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 43 cents per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

**Section 5.18 (a).** It is agreed to discontinue the Day School Apprenticeship, and switch to the traditional night school model with the intent to make the transition by the next school year for all years of the program. The employer contribution to fund the Apprenticeship will be reduced, following an auditor's report.

**Section 5.18(b).** Escrow the additional \$.30 in Section 5.18(a) and the \$.25 in Section 5.18(b) for the exclusive purpose of setting up and operating the Day School with two (2) provisos:

- i. If the school is not established or the parties decide not to continue with the school after it is established all new funds contributed after 12-1-10 after expenses will be prorated back to the party that paid the dedicated contribution;
- ii. If it is determined that the \$.30 and the \$.25 are not needed in their entirety then those contribution amounts will be reduced proportionally for each party. Any additionally needed funds will be assessed proportionally between the parties.

**Section 5.19.** It is agreed that the Local 130 JATC will cover the cost of books at 100% for all Apprentices for the life of the Agreement. At the expiration of the current agreement, the parties agree to cover 50% of the cost of books for all Apprentices in the program. The oversight for this will be delegated to the Local 130 JATC Trustees.

**Section 5.20.** Journeyman Wiremen employed under this agreement are encouraged to complete a minimum of ten hours of job-related classroom training annually. This training program shall be under the supervision and control of the New Orleans Electrical Joint Apprenticeship and Training Committee.

**Section 5.21.** The Offices of Chairman and Secretary of the Joint Apprenticeship and Training Committee shall be rotated between labor and management representatives annually.

**Section 5.22.** It is the understanding of the parties to this agreement that the funds contributed by signatory Employers to the New Orleans Electrical Joint Apprenticeship and Training Committee (NOEJATC) will not be used to train apprentices who will be employed by Employers in the electrical industry not signatory to a collective bargaining agreement providing for contributions to the NOEJATC. Therefore, the trustees of the NOEJATC and its parent trust organization shall adopt and implement a Scholarship Loan Program which will require apprentices employed by signatory Employers to repay the cost of training and instruction either by service in the industry following such training and instruction with the collectively bargained sector of the electrical industry or by actual repayment of the cost of training and instruction if the individual apprentice chooses to work for non-signatory Employers in the electrical industry. The cost of training and instruction shall include the reasonable value of all materials, facilities and personnel employed and utilized by the NOEJATC. The NOEJATC is authorized to enter into special agreements with apprentices to implement and enforce this Scholarship Loan Agreement Program.

## ARTICLE VI FRINGE BENEFITS

### NEBF:

**Section 6.01.** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

### HEALTH AND WELFARE:

**Section 6.02(a).** Except as otherwise provided herein, effective December 3, 2018, it is agreed that the Employer shall contribute \$5.72 per hour for each hour worked by employees covered by this Agreement to the New Orleans Electrical Health & Welfare Fund, for the benefit of the benefit plans administered by the Health & Welfare Fund's Trustees, the amount to be paid not as wages, but as a fringe benefit over and above the wage rates hereinafter provided.

Effective December 2, 2019, it is agreed that the employer shall contribute \$5.80 per hour for each worked by employees covered by this agreement. Effective November 30, 2020, it is agreed that the employer shall contribute \$5.92 per hour worked by employees covered by this agreement.

Effective December 3, 2018, it is agreed that the Employer shall contribute \$2.94 per hour, effective December 2, 2019, it is agreed that the Employer shall contribute \$2.98 per hour, and effective November 30, 2020, it is agreed that the Employer shall contribute \$3.04 per hour to the New Orleans Electrical Health & Welfare Fund for each hour worked by First and Second Period Apprentices shall receive benefits for themselves (i.e. participant only coverage, with no coverage for their spouse or children) by

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the New Orleans Electrical Health Plan provided they otherwise meet the eligibility requirements of the Health Plan.

The New Orleans Electrical Health and Welfare Fund shall be administered in accordance with §302 of the Labor-Management Relations Act of 1959 and the Employee Retirement Income Security Act and shall conform to all other requirements of applicable federal laws, including the Internal Revenue Code.

It is agreed that if any increase in contributions to the New Orleans Health Plan above and beyond those set forth in this Section 6.02 (a) is determined to be required by the Plan's Trustees to maintain the current schedule of benefits, such contribution increase will be split 50% between the employers and by reallocating 50% from the Journeyman hourly wage rate.

**Section 6.02(b).** The payments required under Section 6.02(a) hereof shall be made by check or draft and constitute a debt due and owing to the New Orleans Electrical Health and Welfare Fund on the last day of each calendar month. All payments and payroll report, in such form that may be prescribed by the New Orleans Electrical Health and Welfare Fund, shall be mailed to reach the appropriate office not later than fifteen (15) calendar days following the end of each calendar month (the "Due Date"). The payments required under Section 6.02(a) will be considered delinquent if they are not received by the Health & Welfare Fund office by the Due Date. Any payments that are not received within 15 days following the Due Date will be subject to the assessment of interest and liquidated damages in accordance with the Restated Agreement and Declaration of Trust of the New Orleans Electrical Health & Welfare Fund ("Health & Welfare Trust Agreement") and the rules and policies established by the Trustees.

#### **NEW ORLEANS ELECTRICAL SUBSTANCE ABUSE AND SECURITY PLAN:**

**Section 6.02(c).** The New Orleans Electrical Substance Abuse and Security Plan (previously known as the New Orleans Electrical Drug Testing Plan) shall remain in effect during the duration of this Agreement. The Substance Abuse and Security Plan shall consist of a drug testing program and shall be operated and administered by the Board of Trustees of the New Orleans Electrical Health & Welfare Fund. The Health & Welfare Fund shall bear all costs of operating the Substance Abuse and Security Plan. Rules regarding an employee's participation in and eligibility for the program are established by the Health and Welfare Fund Trustees in accordance with the Substance Abuse and Security Document. Eligible employees must take the drug test on their own time. Employee reimbursement shall be in accordance with the rules established by the Trustees.

**Section 6.02(d).** The Trustees of the New Orleans Electrical Health & Welfare Fund shall be authorized but not required to establish under the Fund's Trust Agreement and the New Orleans Electrical Health Plan a Medical Spending Account sub-plan to be qualified as tax exempt under appropriate Internal Revenue Code provisions, in order to provide individual accounts for each unit employee meeting plan eligibility rules. The amount of funding, if any, to be apportioned to each individual account in each Plan Year shall be determined by the Trustees at their sole discretion and allocated according to that determination from the Employer contributions payable under this Agreement to the New Orleans Electrical Health Plan. The Trustees shall have complete authority without reference to this Agreement to determine all eligibility and benefit rules to be applied to said sub-plan, whether to establish such accounts, whether to continue or terminate them once established, and what amounts, if any, are to be

allocated to each account for each year the sub-plan is effective. Under no circumstances, however, may Employer contributions to either the Safety Education and Advisory Program or the Drug Testing Program be utilized for the benefit of the Medical Spending Account sub-plan.

**VACATION:**

**Section 6.03.** No employee subject to the terms of this agreement will be denied the opportunity of taking two weeks of vacation per year. Time off for vacation must be mutually agreeable between the employee and their Employer. The employers agree to a 10% or 6% voluntary payroll deduction. It can only be changed quarterly. Vacation/savings fund, to be administered by labor through the Local 130 Credit Union.

**LOCAL RETIREMENT:**

**Section 6.08.** The Employer shall contribute to the New Orleans Electrical Retirement Fund the amount set forth in subsection (a) (“Total Contribution Rate”). Such payments are to be made for each hour worked by each employee covered by this Agreement in accordance with the following Effective Date(s):

(a) Effective Date(s):	Total Contribution Rate Per Hour
December 3, 2018	\$4.50
December 2, 2019	\$4.80
November 30, 2020	\$5.83

(b) The Total Contribution Rate specified in Section 6.08(a) above shall be allocated by the Retirement Fund Trustees between the New Orleans Electrical Pension Plan and the New Orleans Electrical Annuity Plan. The current allocation of the Total Contribution Rate is set forth below.

Effective Date(s):	Contribution Rates Per hour	
	Pension	Annuity
December 3, 2018	\$1.75	\$2.75
December 2, 2019	\$1.80	\$3.00
November 30, 2020	\$1.88	\$3.95

(c) Contributions to the Pension Plan and to the Annuity Plan shall be paid not as wages but as a fringe benefit over and above the wage rates provided herein.

- (d) The payments required under Section 6.08 hereof shall be made by check or draft and constitute a debt due and owing to the New Orleans Electrical Retirement Fund on the last day of each calendar month. All payments and payroll report, in such form that may be prescribed by the New Orleans Electrical Retirement Fund, shall be mailed to reach the appropriate office not later than fifteen (15) calendar days following the end of each calendar month (the "Due Date"). The payments required under Section 6.08 will be considered delinquent if they are not received by the Retirement Fund office by the Due Date. Any payments that are not received within 15 days following the Due Date will be subject to the assessment of interest and liquidated damages in accordance with the Restated Agreement and Declaration of Trust of the New Orleans Electrical Retirement Fund ("Retirement Fund Trust Agreement") and the rules and policies established by the Trustees.
- (e) The New Orleans Electrical Pension Plan and the New Orleans Electrical Annuity Plan shall be administered in accordance with §302 of the Labor-Management Relations Act of 1959 and the Employee Retirement Income Security Act and shall conform to all other requirements of applicable federal laws, including the Internal Revenue Code. Contributions required to be made to the New Orleans Electrical Retirement Fund shall be irrevocable and neither any Employer nor any employee shall have any interest therein, except that employees may be entitled to receive such benefits as may be provided under the terms of each respective Plan.
- (f) Any matters in dispute concerning the Trustees' administration of any Fund or Plan established under this Agreement shall not be subject to this Agreement's grievance procedure, but shall be asserted and processed in accordance with the provisions of the applicable Trust Agreement and/or Plan document governing the Fund or Plan in question.

**Section 6.09.** (a) For purposes of this Section, the following definitions apply:

(1) Scheduled Cost Requirements of the Pension Plan shall mean hourly contribution rates required for a Plan Year in accordance with the Trustees' funding policy. The scheduled costs consist of the normal cost plus the amortization payment for the unfunded actuarial accrued liability based upon the amortization schedule and average hours assumption adopted by the Trustees from time to time. The Scheduled Cost shall be determined based upon the actuarial assumptions used by the Pension Plan's enrolled actuary for purposes of §412 of the Code and reported on the Pension Plan's Schedule B for the Plan Year.

(2) Maximum Deductible Amount shall mean the largest contribution to the Pension Plan that is currently deductible by Employers in the taxable year for which it is made, in accordance with the Code and all Notices, Letter rulings, Regulations and other guidance issued by the Internal Revenue Service. The Maximum Deductible Amount shall be determined based upon the actuarial assumptions used by the Pension Plan's enrolled actuary for purposes of §412 of the Code and reported on the Pension Plan's Schedule B for the Plan Year.

(3) Minimum Funding Standards shall mean the amount of contributions necessary to avoid a funding deficiency as determined under §412 of the Code.

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(4) Total Contribution shall mean the contribution rate payable to the New Orleans Electrical Retirement Fund for allocation between the Pension Plan and the Annuity Plan in accordance with this Section.

(5) Pension Plan shall mean the New Orleans Electrical Pension Plan.

(6) Annuity Plan shall mean the New Orleans Electrical Annuity Plan.

(7) Code shall mean the Internal Revenue Code of 1986, as amended.

(b) Effective September 1, 1997, the parties established the Annuity Plan. The Annuity Plan was established and is administered under the terms of the Trust Agreement for the New Orleans Electrical Retirement Fund. However, the two Plans shall be maintained and administered as separate plans at all times, and at no time shall the assets of one Plan be used to pay benefits under the other.

(c) The Employers shall submit contributions to the Pension Plan and the Annuity Plan as set forth in this Agreement, as amended from time to time. The Retirement Fund Trustees have the authority as described in subsection (d) below, to reallocate the Contribution Rates payable to the two Plans at any time.

(d) The parties to this Agreement intend and desire that the funding of the Pension Plan shall be maintained at the highest level possible, consistent with the restraints imposed by applicable federal law and with the contribution maximums imposed by this Agreement. To this end, they hereby allocate without limit or reservation all their responsibility and authority to determine allocation of the Total Contribution between the Pension and Annuity Plans to the Trustees of the New Orleans Electrical Retirement Fund, said delegation to remain effective throughout the term of this and all subsequent Agreements, until such time as it is revoked, amended, or superseded. Consequently, the Trustees shall and are hereby directed to allocate the Total Contribution payable to the Fund as a whole by defining the contribution rates payable respectively to the Pension Plan and the Annuity Plan in the manner set forth herein.

While the following principles are intended to guide the Trustees in their assigned task, they shall be free to expand and interpret them, to add to them, to establish appropriate procedures for collecting, collating, monitoring, interpreting, and establishing any and all data they may consider helpful in reaching their determinations, and to seek such professional assistance as they may consider useful in reviewing all questions presented or perceived and in securing informal projections and estimates, entirely in their discretion, in order to accomplish the purposes herein stated:

(1) The Trustees shall allocate the Total Contribution between the Pension Plan and the Annuity Plan so as to define the respective contribution rates to each plan.

(2) The Pension Plan shall, at all times, meet Minimum Funding Standards.

(3) The contributions payable to the Pension Plan shall, at all times, be maintained as closely as possible at a level sufficient to meet the Scheduled Cost Requirements of the Plan with an additional margin of forty percent (40%), unless the aforesaid margin would cause the Plan to exceed the Maximum Deductible Amount.

(4) At any time they may so decide, the Trustees are empowered to change the contribution rates established by this Agreement by adjusting them to create a higher level of funding of the Pension Plan as to a particular year, or a lower level, as may appear desirable. The sole restrictions applicable to this process shall be:

(A) at no time shall the Total Contribution subject to allocation exceed the Total Contribution Rate to the Fund established in this Agreement from time to time; and

(B) the minimum contribution rate to the Annuity Plan shall never be less than 10¢ per hour. Effective December 3, 2018, the minimum contribution rates shall be \$2.75 per hour, effective December 2, 2019, the minimum contribution rates shall be \$3.00 per hour, and effective November 30, 2020, the minimum contribution rates shall be \$3.95 per hour.

In order to accomplish these stated purposes, the Trustees shall be further authorized, without restriction or reservation, to affect any number of allocations and reallocations of the Total Contribution during a particular year, either as to the preceding year, the current year, or the subsequent year, as they deem appropriate, so long as such determinations are consistent with applicable law.

## **ELECTRICAL INDUSTRY RECEIVING TRUST FUND**

**Section 6.10(a).** Effective June 1, 2016, there is hereby established a one check payment on all Benefit/Trust Funds as well as NEBF, IBEW Working Dues, Administrative Maintenance Fund, NLMCC, Credit Union, COPE, LMCC Trust Fund and NECA Dues and Service Charges where applicable, to a Receiving Trust Fund as provided in the Receiving Trust Fund Agreement. This Receiving Trust Fund shall be known as the South Louisiana Chapter, NECA Employee Benefit Board (EBB) No. 27. All funds shall be paid by check or draft and shall constitute a debt due and owing to the South Louisiana Chapter, NECA EBB No. 27 on the last day of each calendar month. The payment and payroll report shall be mailed or paid and sent electronically, so to reach the office of the South Louisiana Chapter, NECA EBB No. 27 by no later than 15 calendar days following the end of each calendar month.

(b). Employers shall contribute ten cents (10 cents) per hour for each hour actually worked, including premium and/or overtime hours for all employees covered by this Agreement or participating with any benefit/trust funds listed therein to the South Louisiana Chapter, NECA EBB No. 27. These monies are exclusively for the purpose of administering the South Louisiana Chapter, NECA EBB No. 27 Receiving Trust Fund as reimbursement for reasonable expenses incurred in operation of the Fund, and shall be paid to the administrative group and/or administrator of the fund. The Fund shall be administered solely by Employer trustees appointed by the South Louisiana Chapter, NECA.

(c). Monies received by the Receiving Trust Fund will be paid to the respective benefit/trust funds listed in this Agreement or as participated in by the Employer and in accordance with the terms of the Articles provided herein.

(d). Additional monies received by the Receiving Trust Fund on behalf of NECA members and designated as NECA dues and service charge shall be forwarded to the South Louisiana Chapter, NECA.

(e). Additional monies received by the Receiving Trust Fund designated as Receiving Trust Fund Contributions and monies received in the form of investment income shall be used exclusively to offset the expenses of the Receiving Trust. Collection of the Receiving Fund contribution is the exclusive responsibility of the employer trustees.

(f). It is understood and agreed that the failure of any Employer to pay the proper amounts to the Electrical Industry Receiving Trust Fund as required, shall constitute a breach of this Agreement.

(g). The Receiving Trust Fund shall not be responsible for the enforcement of payments required under this Agreement, excepting the payments owed to the Administrative Maintenance Fund. Responsibility for the enforcement of payment of all monies, excepting the Administrative Maintenance Fund contributions, shall remain with the respective Funds.



**Section 6.11(a).** Notwithstanding any other provisions of this Agreement, the Electrical Industry Receiving Fund is authorized to institute immediate legal proceedings against any Employer which fails to timely pay the proper amounts as required under this Agreement listed herein at Section 6.09. Any Employer which fails to pay the proper amounts within fifteen (15) days from the date due, agrees to pay interest at the rate of fifteen percent (15%) per year from the due date, plus any attorney(s)'s fees related to collection of the debt.

(b). Nothing herein at Section 6.10(a) shall in any way be interpreted or construed to limit, restrict, or impair the right or duty of any Union or Employer or other Trust Fund from pursuing or following any right, duty, or obligation it might have under this Agreement.

(c). This Fund, and the contributions received by it shall not be used in any manner detrimental to the IBEW or the Local Union.

#### **ADMINISTRATIVE MAINTENANCE FUND**

**Section 6.12(a).** Effective June 1, 2016, all Employers signatory to this labor Agreement with the South Louisiana Chapter, NECA, designated as their bargaining agent, shall contribute an amount equal to ten cents (10 cents) per hour worked, including premium and/or overtime hours for all employees covered by this labor Agreement, to the Administrative Maintenance Fund, to be administered solely by the South Louisiana Chapter, NECA. These monies are exclusively for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities under this Agreement.

(b). It shall be the goal of this Fund to improve, enhance, and assist all signatory Employers working within the jurisdiction of the South Louisiana Chapter, NECA, in the understanding of, and in the interpretation and implementation of, the terms of this Agreement and the purposes outlined above. These funds may not be used in any manner detrimental to the local Union or the IBEW. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor Agreement by the fifteenth (15th) day of each month. Collection of the Administrative Maintenance Fund contribution is the exclusive responsibility of the Employer trustees.

(c). It is understood and agreed that the failure of any Employer to pay the proper amounts to the Administrative Maintenance Fund as required, shall constitute a breach of this Agreement.

**Section 6.13(a).** Notwithstanding any other provisions of this Agreement, the South Louisiana Chapter, NECA is authorized to institute immediate legal proceedings against any Employer which fails to timely pay the proper amounts as required under this Agreement listed herein at Section 6.11. Any Employer which fails to pay the proper amounts within fifteen (15) days from the date due, agrees to pay interest at the rate of fifteen percent (15%) per year from the due date, plus any attorney(s)'s fees related to collection of the debt.

(b). Nothing herein at 6.12(a) shall in any way be interpreted or construed to limit, restrict, or impair the right or duty of any Union or Employer or other Trust Fund from pursuing or following any right, duty, or obligation it might have under this Agreement.

#### **DEFAULT ON REQUIRED PAYMENTS:**

**Section 6.14(a).** Each Employer agrees to become a party to and to be bound by all the terms and provisions, as amended from time to time, of the Agreement and Declarations of Trust governing the National Electrical Benefit Fund, Administrative Maintenance Fund, Electrical Industry Receiving Trust

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Fund, New Orleans Electrical Retirement Fund, New Orleans Electrical Health and Welfare Fund, New Orleans Electrical Joint Apprenticeship and Training Fund, NECA-IBEW National Labor-Management Cooperation Fund, and the Local Labor-Management Cooperation Fund with the same force and effect as though the Agreements and Declarations of Trust were set forth here at length had the Employer originally signed said Agreements and Declarations of Trust.

(b). The Employer hereby authorizes, and irrevocably designates, the Employer Trustees named under the aforesaid Agreements and Declarations of Trust and their successors to act for and on the Employer's behalf.

(c). Individual Employers who fail to remit the amount due the National Electrical Benefit Fund, Administrative Maintenance Fund, Electrical Industry Receiving Trust Fund, New Orleans Electrical Retirement Fund, New Orleans Electrical Health and Welfare Fund, New Orleans Electrical Joint Apprenticeship and Training Fund, NECA-IBEW National Labor-Management Cooperation Fund, and the Local Labor-Management Cooperation Fund, IBEW-COPE Fund check-off and the Local Union #130 IBEW Dues check-off, shall be subject to having this agreement terminated upon seventy-two (72) hours of notice, in writing, served by the Union upon the said Employer, and failure of individual Employers to comply with the applicable provisions of this Agreement and the rules and regulations of the various Funds named herein, shall constitute a breach of this agreement, insofar as each such Employer is concerned.

(d). All fringe benefit reports and remittances shall be considered delinquent if not received on, or before, the fifteenth (15th) calendar day following the last day of the reporting month. Failure to meet this requirement shall be considered a delinquency.

(e). All full payroll weeks ending in a reporting month must be reported on and shall be accompanied by the proper remittance. The calendar date of payroll weeks ending must be shown on the form. Failure to meet this requirement shall be considered a delinquency.

(f). Any Employer more than fifteen (15) days delinquent shall be assessed interest on the outstanding balance at the legal interest rate established annually from due date until paid, and shall be assessed such additional liquidated damages, audit fees and costs, attorney's fees and costs and any other costs of pursuing recovery, as the Trustees shall determine.

**Section 6.15.** No Fund covered in this Article shall accept any payments/contributions without having on file a copy of the Employer's current Surety Payment Bond issued, either by a commercial Surety, a Bank or by the Credit Union, except as may be otherwise provided in each Fund's Trust Agreement.

## **ARTICLE VII NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

**Section 7.01.** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

## **ARTICLE VIII LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

**Section 8.01.** The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 8.02.** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

**Section 8.03.** Each employer shall contribute zero cents (0¢) per hour worked under this Agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The South Louisiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**Section 8.04.** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE IX NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)**

**Section 9.01.** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and

10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 9.02.** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**Section 9.03.** Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The South Louisiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**Section 9.04.** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE X SAFETY**

**Section 10.05.** Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages.

## **ARTICLE XI SUBSTANCE ABUSE**

**Section 11.01.** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

## **ARTICLE XII CODE OF EXCELLENCE**

**Section 12.01.** The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

## **ARTICLE XIII NATIONAL ELECTRICAL 401K PLAN**

**Section 13.01.** It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

The individual Employer hereby accepts, and agrees to be bound by, the Agreement and Trust.

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Agreement and Trust shall also constitute a breach of his labor agreement.

### **SEPARABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Local Union #130, IBEW / South Louisiana Chapter, NECA  
Inside Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

**SIGNED FOR THE EMPLOYER:**

**SIGNED FOR THE UNION:**

\_\_\_\_\_  
Tom Geller  
Executive Director  
South Louisiana Chapter, NECA

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Paul Zulli  
Business Manager  
IBEW Local Union No. 130

Subject to the approval of the International Brotherhood of Electrical Workers